No._____

In The

Supreme Court of the United States

Daniel Ralph Baird

Petitioner

BNSF Railway Company

Respondents

On Petition for Writ of Certiorari
To The United States Court Of Appeals
For The Eight Circuit

PETITION FOR WRIT OF CERTIORARI
OF Daniel Ralph Baird

Daniel Ralph Baird
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601 5th Ave NE
Dilworth Mn. 56529

QUESTIONS PRESENTED FOR REVIEW

1. Whether The United States Court of Appeals For the Eight Circuit Of Minnesota, The National Railroad Board of Adjustment First Division and a Public Law Board Arbitrarily change facts. Making a new set of rules as to not follow the Labor Railway Act (Abusing rules to create the grounds for their deceptions)

2. Whether the United States Court of Appeals for the Eight Circuit, United States District Court of Minnesota, National Railroad Board Adjustment First Division and Public Law Board Arbitrarily change facts and did not follow Railway Labor Act and single out an employee for enforcement of time limits and agreements. For whistle blowing

LIST OF PARTIES AND DESIGNATION OF CORPORATE RELATIONSHIPS

The named Appellant in the court of Appeals and Petitioner herein is Employee Daniel R Baird and union member of BLET and former Member UTU. The named appellees in the court of Appeals and Respondents herein are Employer Burlington Northern Santa Fe.

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CONCISE STATEMENT OF CASE

A. Facts He was member of both unions in good Standing and BNSF intimidated him and violated schedule rules.
B. THE PUBLIC LAW BOARD 14 AND NATIONAL RAILROAD ADJUSTMENT BOARD FIRST DIVISION ARE IN CONFLICK the fact that the Adjustment board states nothing happen till October 11th 2000
C. (time limits have been followed by Mr. Baird) Corruption with abuse of system to exceed and is still going on as seen in APPENDIX F
D. Mr. Baird has Abstract to property in Staples, but it has been sold by who he does not know

SUMMARY OF THE CASE AND REQUEST FOR ORAL ARGUMENT

Appellant is currently an engineer on the Burlington Northern SantaFe Railroad. Mr. Baird contends that he is covered by a collective bargaining agreement under the LABOR RAIL ACT agreements negotiated by the (appellee). The use of setting Appellant aside as a third party is in Violation and unlawful. The meeting held before 1994 by the unions made statements that Employees would not have any trouble with movement between terminals, which have proven to be false. The year 1988 started the removal of employees to Dilworth from Staples. The Engineers were instructed that Northtown employees were the first stage for the run-through. The coal pool would stay and the Beckers would be handled by the Staples employees. Which was a special agreement, the employees how elected to change terminals would receive the moving options. After moving the Dilworth local exceeded their authority and merged staples local to Dilworth local than force remaining Staples working engineers to Dilworth in about 1990. Us demoted engineers where lift to protected odd jobs off trainmen's board. The remaining transferred engineers receive the Protection on first agreement. There was no signed agreement for this Short run Dilworth take over. This was the first of many violation of arbitrated and board guidelines to Interdivisional run through procedures. Guideline number one was they could not stop short to prevent the eliminating of middle terminals. They stated at this time remaining employees would be covered by the United Transportation union's agreement. 1994 brought a complete reversal of company policies with the merger of Burlington Northern with Santa Fe. Was soon to follow. They forced all (UTU)

employees out Staples with out Negotiations or arbitration. Item first was to force demoted engineers. The one's who would not make the seniority move to Dilworth and loss the Ability to return to Staples then forcing all trainmen out. Mr. Baird was verbally instructed to report to Grand Forks, North Dakota, on that Mr. Baird Would make the a sonority move to Dilworth, giving up Mr. Baird's option to return to Staple's on rule 708 (2) (2) engine service. Option not to make sonority move. Mr. Baird refused to bid out of Staple's BNSF held Mr. Baird there till run-Through was completed. Rules state senior man will return first, a junior- Mr. Lenius was aloud to return to Staple's first. On the day of the run-through Mr. Cramer returning too after serving Time for a rules violation and a junior man returned to service and was instructed to go to Grand Fork's North Dakota but Mr. Cramer request Rule 708(2) to be enforced. Stating that 708.2 rules aloud Mr. Cramer to remain in Staples. Which would have aloud Mr. Baird to return to his proper place on 1994 movement in Staples. The violation of the schedule rules and many more were to come. The facts as we show (APPELLANT) are the only one held to statutes. Forced out of Staples without a long call and four hours from work. Intimidation, than was the rule. The Union intimidated (APPELLANT) without the act of congressman Collin Peterson by letter both company and the union would not have aloud the first Public Law Board it would have not been done.

The PLB 14 Stated USCA file No. 01-1914 With this in progress the threat of a class action by other EMPLOYEE'S in Mandan the Union's and (APPELEE) reprocessed claims as far back as1988. Once again putting Mr. Baird as Whistle blower and third party. (Securing their guarantees) Local chairmen in Mandan Dilworth, Grand Forks, Superior, And Northtown on (APPELLANTS)

EFFORTS put Mr. Baird in as a third party by ruling of the court. (APPELLEE) continuing to run-through with new (October 11, 2000 with a New agreement unsigned agreement by local) the case before USCA For the Eight Circuit No 01-1914. was submitted November 16,2001 filed November 29, 2001. agreement for this Short run Dilworth take over. This was the first of many violation of arbitrated and board guidelines to Interdivisional run through procedures. Guideline number one was they could not stop short to prevent the eliminating of middle terminals. With all local Chairmen (securing they're guarantees) in Mandan Dilworth, Grand Forks, Superior and Northtown on my persistence with my Claims and RECEIVE MONTHLY PAYMENTS to the local chairmen from Burlington Northern Santa Fe the run-through continued using a only be one time not eighteen Years. There is still an unsettle argument before the First Division on this Run-through Case No. 05-1-103. Appellant Requests that oral argument be allowed on this appeal because the matter involves some relatively complex labor law issues arising under the Railway Labor Act. Appellant also maintain that this appeal is a de novo review of the District Courts summary judgment ruling and that oral argument would be helpful to address the issues properly and fully because of some facts stated improper by Burlington Northern Santa Fe. The First Division Award No. 25952 Docket No. 45840 case 03-1-02-1-B2173 DATED 18th December 2003 specified date October 11,2000 the date of running through Staples Minnesota. The fact is the run from Dilworth through (Northtown through Staples to Dilworth) where completed on the date of 1988 and 1994. (Superior through Staples to Dilworth) where in fact dated 1990 and 1994 stopping short. Public law Board No. 5939 Case 14 Award 14 did not happen in the first Division opinion. The agreement is in affect and local chairmen responds to First Division Award No. 26123 Docket No. 46018 file 05-1-03-1-B-2197 Local refusal to process the claims Mr. Baird will continue be for time limits. To keep up the time

limits. The end of time limits begin at the end not the Beginning, (That's why a run through can only be one time not eighteen Years. There is still an unsettle argument before the First Division on this Run-through Case No. 05-1-103. Appellant Requests that oral argument be allowed on this appeal because the matter involves some relatively complex labor law issues arising under the Railway Labor Act. Appellant also maintain that this appeal is a de novo review of the District Courts summary judgment ruling and that oral argument would be helpful to address the issues properly and fully because of some facts stated improper by Burlington Northern Santa Fe. Mr. Hardwick was hired over Mr. Schoenwald refused file action time and time again with Minn. Stat. 541.05,subd.l (1). This is recorded. IV STATEMENT OF ISSUES Whether is appropriate for District Court to dismiss Appellants claim with out his day before a court with a jury as a citizen of United States.

STATEMENT OF CASE

It is no fault of Mr. Baird that the time has taken twelve years the fault lies with Burlington Northern Santa Fe because it's to their advantage and the United Transportation union along with Brotherhood of Locomotive Engineers and Trainmen have chosen to ignore the problem, some for finical gains. The First Division has chosen not to make a solution. Also preceded to give BNSF time limit extension on Award No. 26123 Docket No. 46018 file 05-1-03-1-B-2197 so they would not have to make the solution and could ignore the problem. They even went as to state quote (The runs were effective October 11, 2000.) If so how could I file. Case pending 05-1-103

CONCLUSION

The petition for a writ of certiorari should be granted. Corruption and coverup !!

Respectfully submitted,

Date: